

**CITY OF LAUDERHILL**  
**REQUEST FOR PROPOSALS**  
**TRANSCRIPTION SERVICES**  
**RFP 2014-021**



**City of Lauderhill  
Issued**

**By the  
Finance Department  
Kentrea White  
Administrative Clerk  
[purchasing@lauderdale-fl.gov](mailto:purchasing@lauderdale-fl.gov)**

**Visit us on the web at**

**[www.lauderhill-fl.gov](http://www.lauderhill-fl.gov)**

**Advertise Dates: March 12 and 19, 2014**

**Opens: April 1, 2014**

**Date Issued: March 12, 2014**

## NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL is seeking sealed proposals for the following work as specified:

### TRANSCRIPTION SERVICES

#### RFP #2014-021

CITY OF LAUDERHILL, FLORIDA

The City of Lauderhill will be accepting sealed proposals up to 2:45 P.M. EST, on, April 1, 2014, in the City Clerk's Office, 5581 West Oakland Boulevard, Suite 421, Lauderhill, Florida 33313 and will be opened at 3:00 P.M. in Room 135. **Proposals received after 2:45 P.M. will not be considered and will be returned unopened.**

Proposals will be ranked on a combined qualification and pricing for proposal **RFP #2014-021 TRANSCRIPTION SERVICES**. A ***Contract(s) will be awarded to the highest ranked Proposer as described in the Instruction to Proposers.*** The Contract is non-exclusive agreement for a two (2) year term with a two (2) year extension based on funding availability and the sole discretion of the City.

An unbound original, four (4) bound copies and one (1) electronic copy in PDF format of the proposal must be received in sealed envelopes bearing the words: **"TRANSCRIPTION SERVICES - RFP #2014-021"** and should be hand-delivered or mailed by the due date to the City Clerk, City of Lauderhill, 5581 Oakland Park Boulevard, Suite 421, Lauderhill, Florida 33313. **E-mailed and faxed proposals will not be accepted.**

All proposers must register online with the City of Lauderhill. The direct link is: [www.colvondor.com](http://www.colvondor.com). A liquidated damages clause outlining the extent and outcomes of non-compliance will be included and **rigorously enforced** on this project.

The RFP Documents may be examined and obtained on and after, **March 12, 2014**, from the Lauderhill Purchasing Department, 5581 W. Oakland Park Boulevard, Lauderhill, Florida 33313 - the City's website and Demand Star. Vendors who obtain solicitation documents from sources other than the Finance Department and/or Demand star are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by the Finance/Purchasing Department.

Responsible questions regarding this RFP offering may be sent via email to [purchasing@lauderhill-fl.gov](mailto:purchasing@lauderhill-fl.gov). The last date to submit questions is, March 25, 2014. Questions after this date will not be answered.

The City Commission of the City of Lauderhill reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as they may deem to be in the interest of the citizens of the City of Lauderhill. **"The winning participant is required to enter into a contract with the City of Lauderhill."**

CITY OF LAUDERHILL, FLORIDA



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Kentrea White  
Administrative Clerk

Advertising Dates: March 12 & 19, 2014

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### **Attachments:**

Proposer's Qualifications Statement (Attachment "A")  
 Non-Collusive Affidavit (Attachment "B")  
 Cost Schedule, (Attachment "C")  
 Confirmation of Drug-Free Workplace (Attachment "D")  
 Signature Page (Attachment "E")  
 Acknowledgement of Addendums (Attachment "F")  
 Certificate of Insurance, and Licenses

### **Exhibit "A"**

Questionnaire

**STATEMENT OF NON- PARTICIPATION**  
**Proposal No.: RFP 2014-021 – TRANSCRIPTION SERVICE**

Note: If you do not intend to submit a bid /proposal on this item/service, complete this form and mail to:

Purchasing Division  
City of Lauderhill  
5581 W. Oakland Park Blvd. Suite 230  
Lauderhill, FL. 33313

Please indicate the Proposal number and title of the Proposal on the outside of the envelope.

We/I do not wish to participate in this proposal for the following reason:

- ☐ Specifications proprietary
- ☐ Cannot supply at this time
- ☐ We do not carry this item
- ☐ We do not provide this service
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirements
- ☐ Other

Please keep us on your bid list for future projects \_\_\_\_\_yes \_\_\_\_\_no

Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

## SPECIAL INSTRUCTIONS TO PROPOSERS

### **SECTION 1 – DEFINITIONS**

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1 City:** The City of Lauderhill, Florida.
- 1.2 Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.
- 1.3 Contract Administrator:** The Purchasing and Contracts Manager, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.
- 1.4 Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.5 Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.
- 1.6 Proposal:** shall refer to any term used interchangeably with Bid while retaining the same meaning.
- 1.7 Purchasing Office:** The Purchasing Division-Department of Finance and Information Technology of the City of Lauderhill.
- 1.8 “Provider”, “Bidder”, “Contractor”, or “Successful Proposer” or “Consultant”:** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.9 Qualifications/Proposal, Proposals,** shall refer to any Offer(s) submitted in response to this Request for Proposal.
- 1.10 Request for Proposal, RFP”, or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the Purchasing Division.
- 1.11 Request For Proposal, or Proposal:** Terms used interchangeably in this Request for Proposal while retaining the same meaning.

- 1.12 Subcontractor/ Sub consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.
- 1.13 Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

## **SECTION 2 – SCOPE OF SERVICES**

### **2. NATURE OF PROPOSAL**

The City of Lauderhill invites qualified firms or individuals to provide equipment and labor required to provide verbatim transcription services for the City of Lauderhill.

#### **2.1. SCOPE OF SERVICES**

Bidders will be bidding on a two year contract to provide transcription services for the City of Lauderhill. The successful bidder will be transcribing digital audio wav files, to a verbatim written record. This recording format is created by the Olympus VN 702 pc, VN 960 pc or similar Digital Voice Recorder. The digital audio file will be sent to the bidder via email.

Bidders must possess equipment and software needed to transcribe both digital and optical media (CD & DVD). All digital audio files must be accurately transcribed and returned in a Microsoft word format within 5 days of receiving via e-mail. This contract may be renewable for an additional two year term based on funding and the sole discretion of the City of Lauderhill.

#### **2.2. PICK UP AND DELIVERY**

Transmission of the audio files and transcribed word document will be executed by email.

#### **2.3. PERFORMANCE STANDARDS**

The successful bidder will be required to submit transcripts with accuracy that is acceptable to the city. The City of Lauderhill reserves the right to return any transcripts that do not meet this standard and have the contractor correct the transcript at no additional charge. Any transcripts that are retyped to correct errors must be returned to the requesting department within twenty-four (24) hours from the time of notification.

#### **2.4. TRANSCRIPT FORMAT**

All transcripts will be typed in Microsoft Word, with an 8 1/2" x 11" page setup. The font size will be twelve (12) and the font used shall be Times New Roman or equal. Statements shall be typed single spaced except when there is a change in speakers and then a double space between speakers is required.

## **2.5. FOREIGN LANGUAGE STATEMENTS**

Occasionally, statements will be taken in the Spanish language. The successful candidate will possess the capability of translating the statement into English and typing the transcript in English at no additional fee per page. The successful candidate will charge the same fee per page for all work completed.

## **2.6. QUANTITY OF WORK**

- The City of Lauderhill makes no representation of minimum or maximum amounts of work that will be generated resulting from this contract.
- The city will not pay any minimum monthly charge, only service rendered in accordance with the cost per page as quoted by the contractor on the pricing page of this specification.
- Strictly for the purpose of workload planning, the successful contractor should be capable of producing up to but not limited to one thousand (1000) pages of transcription per month.
- Turnaround time for work may vary per department, this will be determined by the requesting department and the vendor at the time services are requested.

## **2.7. ADDITION, DELETIONS AND CHANGES OF SERVICES**

The City of Lauderhill may require the addition and/or deletion of services from the contract, during the contract term, as the requirements and needs of the city changes.

## **2.8. FIRM OR INDIVIDUAL REQUIREMENTS:**

A. Equipment - firms or individuals shall provide a listing of equipment that shall be used in the performance of the contract services. This equipment shall include the minimum equipment listed below:

- A complete word processing system to include a letter quality printer with word processing software Microsoft Word
- Optical Disc Drive or CD & DVD Transcriber with Foot Pedal
- Modem or E-mail through Internet
- Wav player

B. Skill - Firms or individuals shall possess the following skills:

- Accurate typing



- Excellent grammar and composition

C. Confidentiality- Statements to be transcribed are of a sensitive nature and may include victim's statement, witness' statement and suspect's statement and as such the contents must be held in the strictest confidence

## **2.9. TOTAL COST**

The firm or individual shall be responsible for all costs incurred in performing the services included in this specification. Such costs shall include, but are not limited to: materials, delivery, and equipment required to provide contract services.

## **2.10. INVOICING**

- All invoices shall be detailed so that invoices can be reconciled to statements.
- The City of Lauderhill will accept invoicing no more frequently than once per month.
- The City of Lauderhill will pay all correct invoices on a net 30 billing cycle.

## **2.11. TERMINATION OF CONTRACT**

The City of Lauderhill reserves the right to cancel this contract should the vendor fail to adequately provide the services as outlined herein. Additionally, the City reserves the right to cancel this agreement without cause upon thirty (30) days written notice.

## **2.12. NON-APPROPRIATION OF FUNDS**

In the sole event of non-appropriation, the City of Lauderhill shall have the right to terminate the contract, in whole or in part, during any portion of the fiscal year. The City of Lauderhill may affect such termination by giving the firm or individual a written notice of termination and by paying any outstanding invoices. The City of Lauderhill shall give notice of termination not less than ten (10) days prior to the anticipated termination.

## **2.13. CONFIDENTIALITY**

Statements to be transcribed are of a sensitive nature and may include victim's statement, witness' statement and suspect's statement and as such the contents must be held in the strictest confidence.

### **SECTION 3 – QUALIFICATIONS**

- 3.1 Proposals will be considered only from firms or individuals who are regularly engaged in providing the service specified. Such services in a public environment (government) is desired but not required. All firms or individuals shall provide the City of Lauderhill with credentials to support claims of prior experience and ability to provide the services as contained in the specifications. Firms or individuals shall possess typing or word processing skills, and grammar skills. The firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable

### **SECTION 4 - TERM OF CONTRACT**

- 4.1 The City anticipates awarding a two (2) Year contract(s) with two one (1) year extensions. Failure to complete work or satisfy deadline requirements shall result in termination of any future obligations of the City of Lauderhill to the company

### **SECTION 5 – INQUIRIES/AVAILABILITY**

- 5.1 Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

City of Lauderhill – Purchasing Division  
5581 W. Oakland Park Blvd.  
Lauderhill, FL 33313  
Email: [purchasing@lauderhill-fl.gov](mailto:purchasing@lauderhill-fl.gov)

- 5.2 Solicitation documents shall be obtained by contacting the City of Lauderhill Finance Department [purchasing@lauderhill-fl.gov](mailto:purchasing@lauderhill-fl.gov) or DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or toll-free: 1-800-711-1712.

CONTACT WITH PERSONNEL OF THE CITY OF LAUDERHILL OTHER THAN THE PURCHASING MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

### **SECTION 6 – SUBMITTAL INFORMATION: How, When & Where**

- 6.1 Proposer should submit (in a sealed envelope indicating Proposer's name and Request for Proposal (RFP) number) copies of the Proposal, each identified as follows:

RFP No.: 2014-021  
RFP Name: TRANSCRIPTION SERVICES

- 6.2 All (RFP's), must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. One (1) unbound one-sided original and four (4) bound copies and a PDF [a total of 6] of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.
- 6.3 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the city as constituting an Offer by the Proposer to perform the required services.

## **SECTION 7 - EVALUATION METHODOLOGY**

### **7.1 Evaluation Criteria**

A contract will be awarded to the company whose proposal is judged by the City of Lauderhill to be in its best interests, and whose proposal most closely satisfies the overall project specifications as well as a number of other factors including, but not limited, to:

<b>Evaluation Category</b>	
Estimated cost to the CITY	
Demonstration of understanding the overall needs of the City	
Experience, qualifications and past performance with similar municipal contracts	
Responsiveness to RFP document	

The CITY may require additional information and proposers agree to furnish such information. The CITY reserves the right, at its sole discretion, to award the contract to that proposer who will best service the interest of the CITY.. The CITY reserves the right, based upon its' deliberations and its' sole opinion, to accept or reject any proposal. The CITY reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City will assemble an evaluation and selection committee comprised of staff and additional consultants if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance and bonding capability as described herein; and other requirements as required by the City.

## **SECTION 8 - SELECTION PROCEDURE**

- 8.1 A Selection/Negotiation Committee appointed by the City will be responsible to select and rank the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.
- 8.2 The firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Commission.
- 8.3 The City reserves the right to award to one proposer, to split the award among multiple proposers or not to award
- 8.4 No award with respect hereto shall be deemed final and all such awards shall be deemed conditional, unless and until the parties shall have fully executed the agreement(s) contemplated herein, and a fully executed agreement has been returned to the bidder by the City. The City reserves the right to revoke any award made hereunder, without penalty, premium or obligation, at any time prior to the delivery of the fully executed agreement(s) to the Bidder, notwithstanding that an award may have been published. No Bidder shall be entitled to rely on any announcement of awards, and the City shall in no way be estopped in the revocation of an award previously granted.

## **SECTION 9– REJECTION CRITERIA**

- 9.1 Your proposal shall be considered non-responsive if any of the following criteria exist (this list is not all inclusive):
- 9.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 9.3 The instructions, order and matrixes in the Proposal Package have not been properly followed.
- 9.4 The RFP response Package is found to have concealed or contained false and/or misleading information.
- 9.5 The City did not receive the RFP Package prior to the submittal deadline.
- 9.6 Your firm is not licensed with the Florida Secretary of State to do business in Florida.  
**You must submit a State of Florida Certificate of Status for your firm.**

- 9.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.
- 9.8 The proposal/bid bond/fidelity bond, if required, is not included in the Package.
- 9.9 The Proposal signature page and certification is not properly executed.

### **SECTION 10 - WAIVERS**

- 10.1 The City in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

### **SECTION 11 - INSURANCE REQUIREMENTS**

- 11.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.
- 11.2 The City of Lauderhill shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.
- 11.3 The Contractor’s insurance must be provided by an A.M. Best’s “A-“rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable and shall be considered breach of contract.
- 11.4 Any firm performing work on behalf of the City of Lauderhill must provide Workers’ Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information, contact the Department of Financial Services, Worker’s Compensation Division at (850) 413-1601 or on the web at <http://www.fldfs.com>
- 11.5 Commercial General Liability Insurance Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Personal and Advertising Injury Liability
- d. Products/Completed Operations
- e. Broad Form Contractual Liability

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Combined single limit bodily injury/property damage \$1,000,000

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

#### 11.6 Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Bodily injury	\$500,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

11.7 A copy of ANY current Certificate of Insurance should be included with your proposal.

11.8 In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.

11.9 LIABILITY: \$1,000,000.00 NAMING THE City of Lauderhill as other insured. The successful contractor will possess Professional Liability insurance including cyber risk \$1,000for each claim or loss and \$2,000,000.00 aggregate.

11.10 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract.

In the event that the professional liability insurance required by the contract is written on the claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

If such insurance is maintained on an occurrence form basis, consultant should maintain such insurance for an additional period of one (1) year following termination of the contract. If such insurance is maintained on a claims-made basis, consultant should maintain such insurance for an additional period of three (3) years following termination of the contract.

If consultant contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then consultant should provide proof of same.

The insurance should provide coverage for the following risks:

Liability arising from theft, dissemination, and/or use of confidential information ( a defined term including, but not limited to bank and credit card account information personal information, such as name, address, social security numbers, etc.) stored or transmitted in electronic form

Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

Liability arising from the introduction of a computer virus into, or otherwise causing damage to a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

The City of Lauderhill is to be named as an additional insured. Proof of insurance and bonding shall be provided to the City is Risk Manager prior to the beginning of the contract period.

11.11 Certificate holder should be addressed as follows:

City of Lauderhill  
Finance Department

## **SECTION 12 – GENERAL CONDITIONS**

- 12.1 **VENUE**: All contracts shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.
- 12.2 **EXPENSES**: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.
- 12.3 **INTERPRETATIONS**: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Manager. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.
- 12.4 **PUBLIC ENTITY CRIMES**: Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 12.5 **BONDING**: The CONTRACTOR shall procure and maintain, for the life of the Contract and provide the CITY with proof of its existence, a Fidelity Bond with limits of \$25,000 covering all employees that will be working within any CITY facility. **This is not applicable for this RFP**
- 12.6 **ASSIGNMENT**: Any Purchase Order or Contract issued pursuant to this Request for Proposal and the monies, which may become due hereunder, are not assignable, in whole or part.



- 12.7 **INDEMNIFICATION:** Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Agreement. The Proposer shall not be required to indemnify the City or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives.

**The parties agree that one per cent (1%) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.**

Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

- 12.8 **PROPOSALS TO REMAIN OPEN:** All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.
- 12.9 **ANNUAL APPROPRIATION:** Any Contract issued is conditional upon the City appropriating funding to implement the Contract.
- 12.10 **EMPLOYEES:** Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The City may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in Contract Price. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.
- 12.11 **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.
- 12.12 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.

12.13 **WITHDRAWAL OF AN OFFER:** An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Purchasing Office prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Purchasing Office at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

12.14 **DISCOUNTS:**  
All discounts (prompt payment and overall for awarding all items Proposed) will be considered in evaluation to determine lowest "net" cost to the City.

12.15 **SIGNATURE REQUIRED:**  
All Proposals must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature.

12.16 **SIGNED PROPOSAL CONSIDERED AN OFFER:**  
The signed Proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval and award by the city commission of the City of Lauderhill, subject to any conditions contained within the city commission's approval. In the event of default on the part of the Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

12.17 **DEFAULT PROVISIONS**  
Any costs or expenses incurred by City as a result of Proposers default shall automatically be deducted from any outstanding amounts due Proposer. Proposer shall be responsible for reimbursing City for any and all costs or expenses incurred by City as a result of Proposers default.

12.18 **RESERVATIONS FOR REJECTIONS AND AWARD**  
The City reserves the right to accept or reject any or all Proposals, or parts of Proposals, to waive irregularities and technicalities, and to request re-Proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

12.19 **LAWS AND REGULATIONS**  
All applicable laws and regulations of the Federal Government, the State of Florida, and Ordinances of the City of Lauderhill will apply to any resulting Proposal award.

12.20 **TAXES**

The City of Lauderhill is exempt from taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. (Not applicable on construction or remodeling projects.)

**12.21 CONFLICT OF INSTRUCTIONS**

If a conflict exists between the general conditions contained herein, and the specific conditions and instruction contained herein, the specific shall govern.

**12.22 RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE**

The successful Proposer shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit had been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit findings.

All Proposal documents are governed by and subject to the Public Records Law, Florida Statutes, chapters 119, 286 and 287, as may be amended from time to time, apply to public records relative to competitive Proposal. There is a temporary exemption from public record disclosure for Proposal documents until such time as either the City provides notice of a decision or if a request for proposal is reissued by the City. Recordings of negotiation meetings with vendors are temporarily exempt until the City provides notice of its decision, or until 20 days after the final competitive sealed replies are all opened, whichever occurs first. This temporary exemption will be automatically repealed on October 2, 2011, unless the Legislature reenacts these provisions.

**12.24 FACILITIES:**

The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of agreement. City reserves the right to consider history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if history of violations warrant such a determination.

**12.25 ANTI-COLLUSION STATEMENT:**

By submitting this Proposal, the Proposer affirms that this is without previous understanding, agreement or connection with any person, business or corporation submitting a Proposal for the same materials, supplies or equipment and that this Proposal is in all respects fair and without collusion or fraud.

**12.26 PRICES TO BE FIRM:**

Proposer certifies that prices, terms and conditions in the proposal will be firm for acceptance for period of (90) days from the date of Proposal opening, unless otherwise stated by the City. There will be no escalator clauses unless specified by the City. Proposals may not be withdrawn before the expiration of ninety (90) days.

**12.27 PRICING:**

Quotations shall be for regular scheduled hours only. Non-service hours (travel time) shall not be an expense of the **CITY**. Estimated costs to the **CITY** shall be broken down into hourly and extended annually for years one (1) through five (5). Hourly rates for additional, extra and emergency services shall be provided as a separate item and estimated for years one (1) through five (5).

## **SECTION 13 - SUBMITTAL PACKAGE**

Submit this portion of the Request for Proposal as your firms Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

**Responses to Tab #'s 1-7 should not exceed 30 pages. Points may be deducted for Responses that exceed thirty (30) pages.**

**TAB #1**      **Insert Proposer's Qualification Statement (Attachment "A")**

**TAB #2**      **Statement of Capabilities:**

**Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services. (Limit to one (1) page.)**

**TAB #3**      **Specific Related Experience of the Firm**  
List the last five (5) contracts held comparable to this specific project and related experience accomplished by the proposer firms. Indicate:

- Client Name, address, and telephone number
- Principal/ Project Manager in Charge, licensing/ certifications, various team positions
- Whether your firm was the primary or subcontractor
- Description of the contract including;
- Contract Objective (s)/ accomplishments
- Challenges encountered, resolutions
- Contract Starting and Ending Dates

**Tab #4**      **Current Workload**

List, for the proposer and all major subcontractor's and/or partners firms (list separately):

- Each project currently under contract
- Total value to the proposer's firm for the project
- Total fees remaining to be paid to the applicant firm
- Contract period and duration
- List number of professional staff assigned
- Percentage complete
- Brief Project description

**TAB#5**      **Cost Schedule**

Submit your cost schedule here.

**TAB #6**      **Attachments:**

Insert

Non-Collusive Affidavit (Attachment "B")  
Cost Schedule, (Attachment "C")  
Confirmation of Drug-Free Workplace (Attachment "D")  
Signature Page (Attachment "E")  
Acknowledgement of Addendums (Attachment "F")  
Certificate of Insurance, and Licenses

Exhibit "A"  
Questionnaire

**ATTACHMENT "A"**  
**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

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Contact Person's Name and Title: \_\_\_\_\_

PROPOSER'S Telephone and Fax Number: \_\_\_\_\_

PROPOSER'S License Number: \_\_\_\_\_  
(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: \_\_\_\_\_

Number of years your organization has been in business, in this type of work: \_\_\_\_\_  
\_\_\_\_\_

Names and titles of all officers, partners or individuals doing business under trade name:

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The business is a:    Sole Proprietorship ☐                      Partnership ☐  
                                 Corporation ☐

Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract:

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Have you ever failed to complete work awarded to you; If so; when, where and why?

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Have you personally inspected the proposed work and do you have a complete plan for its performance?

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Will you subcontract any part of this work? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

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The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

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List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

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List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

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List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

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Has the Proposer, its principals, officers or predecessor organization(s) been convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

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The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

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By

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(Signature)



ATTACHMENT "B"  
NON-COLLUSIVE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes  
and says that:

BIDDER \_\_\_\_\_ is \_\_\_\_\_ the  
\_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid  
and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents,  
representative, employees or parties in interest, including this affidavit, have in any way  
colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER,  
firm or person to submit a collusive or sham Bid in connection with the Contract for  
which the attached Bid has been submitted; or to refrain from bidding in connection with  
such Contract; or have in any manner, directly or indirectly, sought by agreement or  
collusion, or communications, or conference with any BIDDER, firm, or person to fix the  
price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or  
cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through  
any collusion conspiracy, connivance, or unlawful agreement any advantage against  
(Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by  
collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or  
any other of its agents, representatives, owners, employees or parties in interest,  
including this affidavit.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: \_\_\_\_\_

**ATTACHMENT "C"**  
**COST SCHEDULE**

**PRICING FOR BID PROPOSAL**

Price per page for Transcripts \_\_\_\_\_

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

Signature

\_\_\_\_\_

Please Type or Print Signature Name Here

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

**ATTACHMENT "D"**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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Vendor's Signature

**ATTACHMENT "E"**  
**SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderhill, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderhill, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the City of Lauderhill and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the City of Lauderhill and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(If an individual, partnership, or non-incorporated organization)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name, Title

(If a corporation, affix seal)

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of \_\_\_\_\_.

CERTIFICATE  
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of \_\_\_\_\_, a Partnership under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_ as \_\_\_\_\_ of the Partnership is hereby authorized to execute the Bid Form dated \_\_\_\_\_, 20\_\_\_\_, between the City of Lauderhill, Florida, and this Partnership, and that the execution thereof, attested by the \_\_\_\_\_ of the Partnership is the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_ who ☐ is personally known to me or who ☐ has presented  
the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of  
Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE  
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of  
\_\_\_\_\_, a corporation under the laws of the State of  
\_\_\_\_\_ held on \_\_\_\_\_, 20 \_\_\_\_, the following  
resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as  
\_\_\_\_\_ of the Corporation, is hereby  
authorized to execute the Bid Form dated  
\_\_\_\_\_, 20\_\_\_\_, between the City of  
Lauderhill, Florida, and this Corporation, and that the execution  
thereof, attested by the Secretary of the Corporation and with

corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who ☐ is personally known to me or who ☐ has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and  
Commission Number

**Attachment "F"**  
**Acknowledgement of Addendums**

**RFP** \_\_\_\_\_

**TITLE**\_\_\_\_\_

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

---

Name of Vendor's Service Contact: \_\_\_\_\_

Address: \_\_\_\_\_

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Signature\_\_\_\_\_ Date\_\_\_\_\_

**This page must be submitted with RFP. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.**



## **EXHIBIT "A"**

### **Questionnaire**

**Firm or individual to complete the following:**

1. If approved, how many days will be required before you are able to commence required services? \_\_\_\_\_ Calendar days after notification
  
2. Do you have resources to provide required services? \_\_\_\_\_ yes \_\_\_\_\_no
  
3. Do you have the required insurance as required in the specification?  
\_\_\_\_\_ yes \_\_\_\_\_no
  
4. Indicate the number of years you or your firm has been providing this type of service. \_\_\_\_\_ years
  
5. Attach a list of at least three companies where this type of service was performed. Included in the list must be the company's name, address, phone number, contact person and length of service.
  
6. Provide a list of equipment owned or leased by your firm.